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9-6-1971

Cleveland Food Industry Committee and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 427 (1971)

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Cleveland Food Industry Committee and Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, Local 427 (1971)

Location

OH; Erie Co., PA

Effective Date

9-6-1971

Expiration Date

9-1-1974

Employer

Association of Stop-N-Shop Supermarkets; Cleveland Food Dealers Association; Fisher Foods, Inc.; Great Atlantic & Pacific Tea Company, Inc.; Heinen's, Inc.; Kroger Co.; Pick-N-Pay Supermarkets, a division of Cook United, Inc.

Union

Amalgamated Meat Cutters and Butcher Workmen of North America

Union Local

427

NAICS

44

Sector

P

Item ID

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LABOR AGREEMENT

between

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Cleveland
Food Industry
Committee

and

Meat Cutters
District Union 427



AMENDMENT AGREEMENT

Effective: June 1, 1971 to Sept. 5, 1971

LABOR AGREEMENT

Effective: Sept. 6, 1971 to Sept. 1, 1974

VI x 8/74

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UNION OFFICES

MEAT CUTTERS DISTRICT UNION 427 - AFL-CIO

2605 Detroit Avenue
Cleveland, Ohio 44113
(Main Office)
Phone 781-8161

AKRON-CANTON OFFICE

106 North Main Street
Akron, Ohio 44308

Akron Phone: 434-6659 Canton Phone: 455-0245
Direct Cleveland Line 253-5817 (From Akron)

MEAT CUTTERS HEALTH AND WELFARE FUNDS

2605 Detroit Avenue
Cleveland, Ohio 44113
Phone 781-6547

CLEVELAND MEAT CUTTERS CREDIT UNION, INC.

2605 Detroit Avenue
Cleveland, Ohio 44113
Phone (216) 781-8019
Akron-Cleveland direct: 253-5817

AMENDMENT AGREEMENT
to
1968-1971 LABOR AGREEMENT
between
CLEVELAND FOOD INDUSTRY COMMITTEE
and
MEAT CUTTERS DISTRICT UNION 427

1. Effective June 1, 1971, the minimum regular hourly rate for full-time Meat Department Heads shall be increased 30c per hour, from \$4.67½ to \$4.97½, and all employees classified as Meat Department Heads on that date shall receive an increase of 30c per hour.

2. Effective June 1, 1971, the minimum regular hourly rate for full-time First Cutters shall be increased 30c per hour, from \$4.40 to \$4.70, and all employees classified as First Cutters on that date shall receive an increase of 30c per hour.

3. Effective June 1, 1971, the minimum regular hourly rate for full-time Journeyman Meat Cutters shall be increased 30c per hour, from \$4.27 to \$4.57, and all employees classified as Journeyman Meat Cutters on that date shall receive an increase of 30c per hour.

4. Effective June 1, 1971, the minimum regular hourly rate for full-time Meat Cutter-Counters shall be increased 30c per hour, from \$4.19 to \$4.49, and all employees classified as Meat Cutter-Counters on that date shall receive an increase of 30c per hour.

5. Effective June 1, 1971, the minimum regular hourly rate for full-time top-rated (over 24 months) Wrapper-Weighers shall be increased 20c per hour, from \$3.27½ to \$3.47½, and all employees classified as Wrapper-Weighers who have achieved the top rate on that date shall receive an increase of 20c per hour.

6. In addition to Paragraphs 1 through 5 above, all regular employees who are advanced to Journeyman Meat Cutter or top-rated (over 24 months) Wrapper-Weighers between the period of June 1, 1971 and September 6, 1971 shall receive the special early increases set forth above (30c for Journeyman Meat Cutter and 20c for Wrapper-Weigher) as of the date they qualify for the top rate. For example, if a Wrapper-Weigher qualifies for the top rate on August 1, 1971, the Wrapper-Weigher will be advanced to the regular rate of \$3.27½ plus the 20c early increase to \$3.47½ effective as of August 1, 1971 and will remain at \$3.47½ until September 6, 1971, at which time she will be advanced an additional 30c to \$3.77½ in accordance with the terms of the 1971-1974 Labor Agreement.

7. The special early wage increases set forth in this Amendment Agreement are to be construed in harmony with the wage increases set forth in the 1971-1974 Labor Agreement and under no circumstances are to be considered as additional increases or to affect the wage rates set forth in that Agreement.

8. Except as set forth in Paragraphs 1 through 7 above, all of the provisions of the 1968-1971 Labor Agreement are to remain unchanged and in full force and effect until September 6, 1971.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 1st day of June, 1971.

DISTRICT UNION 427,
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO

By Sam Pollock, President
And Frank Cimino, Secretary-Treasurer

CLEVELAND FOOD INDUSTRY COMMITTEE

By Robert P. Duvin, Chairman

By: _____

THE EMPLOYER

Name: _____

Address: _____

_____ Zone _____

By: _____

By: _____

LABOR AGREEMENT

THIS AGREEMENT is by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, separately and collectively, hereinafter referred to as the "Employer", and DISTRICT UNION 427, AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, AFL-CIO, hereinafter referred to as the "Union".

Article I

RECOGNITION AND JURISDICTION

The Employer recognizes the Union as the sole bargaining agent for all of the Employer's meat department employees in its retail stores located in the Ohio Counties of Ashtabula, Cuyahoga, Geauga, Lake, Lorain, and Medina, and, as covered by the Addendum hereto, the Ohio Counties of Ashland, Erie, Holmes, Huron, Portage, Stark, Summit, Tuscarawas, and Wayne, and the Pennsylvania County of Erie, excluding supervisors (as defined in the National Labor Relations Act, as amended). Furthermore, the handling, processing, and offering for sale of fresh and frozen meats, poultry, fish, rabbits, sausage, and smoked meat which has customarily been performed by bargaining unit employees in the store shall continue to be within the work and collective bargaining jurisdiction of the Union, regardless of place of performance, (1) to the extent such work continues to be performed by the Employer within the Union's geographical area of representation as set forth above, and (2) to the extent such work is not currently performed by employees who are represented by another union. Specifically, although only the Employer's store meat departments in the aforementioned counties are covered by this Agreement, the Employer recognizes that the Union has work and collective bargaining jurisdiction over the Employer's store delicatessen operations, store prepared and/or hot foods operations (including adjunct cafeterias), meat warehouses, and central cutting plants, when any such operations are located within the aforementioned counties and are not currently represented by another union. Provided, that —

- 145-46
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- (1) The Employer shall retain managerial discretion in the areas of work methods and/or processes and merchandising policies and/or techniques, including, but not limited to, the rights to introduce new and/or change existing work methods and/or processes (centralized or

de-centralized), to introduce new equipment and/or technological processes, and to obtain and sell pre-cut, pre-packaged, pre-processed, pre-priced, etc., products from outside sources;

- D49-50
98
- (2) The Employer will notify the Union before making any major technological change that would affect a substantial number of employees;
 - (3) No regular full-time employee will be displaced (i.e., deprived of a job), reduced in rate of pay, and/or reduced below regular full-time status (i.e., 40 hours per week) because of the exercise of such managerial discretion described in subparagraph 1 above. For the purpose of this Article only, a regular full-time employee is one who, at the time of the change, has completed his probationary period and is actively working, is on an approved leave of absence, or is absent because of illness or injury;
 - (4) If after the exercise of such managerial discretion described in subparagraph 1 above there are any unresolved questions concerning displacement, reduction in rate of pay, and/or reduction below full-time status, the Union may submit such questions to arbitration under the Grievance Procedure in this Agreement.

Article II

UNION SECURITY AND CHECK-OFF

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Section 1. Each employee in the bargaining unit shall, as a condition of employment, become a member of the Union in good standing not later than the thirty-first (31st) day following the execution date of this Agreement or the thirty-first (31st) day following date of hire, whichever is later, and shall thereafter maintain such membership in good standing for the term of this Agreement.

Section 2. The Employer shall, for the term of this Agreement, deduct initiation fees, Union dues, and any other uniformly imposed assessments from the first pay of each month for those employees who have voluntarily and individually authorized such deductions by executing and submitting a written authorization (i.e., check-off form) therefore, and all funds so deducted shall be remitted to the Union before the fifteenth (15th) day of the month.

Section 3. The Employer shall furnish the Union with a list of new employees once every two (2) weeks.

Article III

JOB CLASSIFICATIONS

(1) **Meat Department Head** — A Meat Department Head is a qualified Journeyman Meat Cutter who is designated by the Employer to be in charge of a store meat department. A Meat Department Head must have the knowledge and ability to operate the department in a manner satisfactory to the Employer and must be capable of generally directing the other employees in the meat department, of ordering merchandise, of serving customers, of operating the meat department in accordance with the Employer's operational and merchandising policies, and of performing all the duties of a qualified Journeyman Meat Cutter.

(2) **First Cutter** — A First Cutter is a qualified Journeyman Meat Cutter designated by the Employer to be in charge of a store meat department in the absence of the Meat Department Head. A First Cutter must be capable of substituting for and assisting the Meat Department Head in accordance with the Employer's operational and merchandising policies and of performing all the duties of a qualified Journeyman Meat Cutter.

(3) **Journeyman Meat Cutter** — A qualified Journeyman

Meat Cutter is a skilled butcher workman who has either completed a recognized apprenticeship program in his trade or has developed equivalent ability through practical experience. A Journeyman Meat Cutter must be capable of cutting and preparing meats in forms acceptable to the Employer and in a manner that will yield the maximum number of profitable cuts from a carcass, of performing all other non-supervisory duties which are now or may be involved in the operation of the meat department (such as cutting, grinding, slicing, displaying, cleaning, preparing, processing, wrapping, pricing, and selling), and of waiting on customers in a proficient and courteous manner and performing all other duties incidental thereto.

(4) **Meat Cutter-Counter** — A Meat Cutter-Counter is a qualified Journeyman Meat Cutter who works fifty percent (50%) or more of his time in a service counter in a service store.

(5) **Wrapper Weigher** — A Wrapper-Weigher is an employee who has the knowledge and ability to work in the meat department as directed by the Employer. A Wrapper-Weigher must be capable of performing work, except cutting, which is now or may be customarily performed in the meat department (such as plattering, weighing, pricing, displaying, and the packaging and slicing of cold and smoked meats) and of waiting on customers in a proficient and courteous manner.

(6) **Apprentice Meat Cutter** — An Apprentice Meat Cutter is an employee who is in training to learn all of the necessary skills and duties of a Journeyman Meat Cutter. It shall be the responsibility of the Employer to provide an Apprentice with training so that he will have the opportunity to acquire the necessary experience and skill during the apprenticeship period specified in Article VI, Section 5.

Article IV HOURS AND WORKING CONDITIONS

*A47-49
700*
*27-74
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Section 1. The regular workweek for full-time employees shall consist of forty (40) hours in any five (5) days, Monday through Saturday in counties where Sunday work is not permitted, and Monday through Sunday in counties where Sunday work is permitted.

Section 2 (a). Regular work days in Cuyahoga County shall be as follows:

Monday through Thursday — 9:00 a.m. to 6:00 p.m.

Friday and Saturday — 8:00 a.m. to 6:00 p.m.

Section 2 (b). Store operating hours in the Ohio counties of Ashtabula, Geauga, Lake, Lorain, and Medina shall remain as presently constituted. Provided, however, that if major competition (as defined in a Supplemental Agreement between the Employer and the Union) operates at times other than those prevailing at the time of execution of this Agreement, the Employer (separately or collectively) shall be free to adjust its store operating hours to meet such competition two (2) weeks after serving written notice to the Union of an intent to change hours.

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*A58-60
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Section 3. An employee shall be paid time and one-half (one and one-half times his regular rate of pay) as follows:

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A. For all hours worked in excess of forty (40) in one regular workweek.

B. For all hours worked in excess of thirty-two (32) in one holiday workweek.

C. For all hours worked in Cuyahoga County after 6:00 p.m. (not including hours scheduled prior to store opening to get prepared for business).

D. For all hours worked outside Cuyahoga County after 6:00 p.m. when the store is open for business if the employee has already worked one (1) night in the workweek after 6:00

p.m. (i.e., an employee who works more than one (1) night in a workweek shall be paid time and one-half for all hours worked after 6:00 p.m. on those nights worked after the first night).

E. For all hours worked outside Cuyahoga County after 10:00 p.m. (not including hours scheduled prior to store opening to get prepared for business).

F. For all hours worked outside Cuyahoga County in excess of eight (8) in one (1) day or in excess of forty (40) in one (1) workweek, whichever is greater.

Section 4. An employee shall be paid double time (two times his regular rate of pay) as follows:

A. For all hours worked on Sunday when the store is not open for business.

B. For all hours worked on a legal holiday when the store is not open for business.

Section 5. An employee shall be paid triple time (three times his regular rate of pay) as follows:

A. For all hours worked on Sunday when the store is open for business.

B. For all hours worked on a legal holiday when the store is open for business.

Section 6. There shall be no pyramiding of overtime or other premium pay compensation.

Section 7. Part-time employees shall be guaranteed twelve (12) hours of scheduled work in any week in which they are scheduled to work at all. Provided, that —

A. Part-time employees called in to work Saturday only, or the day before a holiday only, shall be guaranteed five (5) hours of scheduled work on that day, but are exempted from the weekly guarantee;

B. Part-time employees who are not available for twelve (12) hours of work per week or who do not report as scheduled are exempted from the weekly guarantee.

Section 8. Part-time employees shall receive available hours up to full-time work in accordance with seniority and classification.

Section 9. There shall be no split shifts (i.e., all work done in one day shall run continuously from starting time to quitting time, except for lunch and rest periods), and no employee shall be permitted to accept time off in lieu of overtime pay. Furthermore, an employee ordered to report for work shall be scheduled for not less than five (5) hours of work if he is available for the hours scheduled.

Section 10. Full-time employees shall be granted two (2) paid fifteen (15)-minute rest periods each day, one before lunch and one after lunch. Part-time employees shall be granted one (1) paid fifteen (15)-minute rest period for each four (4) hours of work. All employees shall be given one full hour for lunch, without pay, scheduled within five (5) hours after the employee begins work.

Section 11. Weekly work schedules (and changes therein) shall be posted no later than Saturday for the following week, and, once the schedules are posted, full-time employees will not be required to take time off in lieu of overtime pay if called in to work hours other than those scheduled. A copy of each weekly work schedule shall be kept in the store for one (1) month.

Section 12. When an employee is regularly scheduled to work premium-pay hours, the Union may discuss the matter with the Employer, and if mutually agreeable, the employee's weekly work hours will be adjusted so that the employee will earn no more than the equivalent of forty (40) hours of straight-time pay.

Section 13. A Meat Department Head, First Cutter, Journeyman Meat Cutter, or Apprentice Meat Cutter shall be on duty in the meat department at all times the store is open for business. Provided, that in those stores with less than three (3) meat cutters, any member of the Union, regardless of classification, can be on duty when the store is open for business on all days except Sundays and legal holidays, when there must be a meat cutter or Apprentice Meat Cutter on duty. There shall be a First Cutter in every store meat department which has four (4) or more qualified full-time Journeyman Meat Cutters (including the Meat Department Head, Meat Cutter-Counters and superannuated Meat Cutters).

Article V SENIORITY

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Section 1. Seniority shall be defined as the length of an employee's service from his last date of hire. For multi-store operations, seniority shall be on a county area basis (unless other areas are agreed upon between the Union and a company). Provided, that if the Employer temporarily transfers an employee out of his regular seniority area for the benefit of the Employer and such transfer involves additional transportation expense, the employee shall be reimbursed for the additional cost at public transportation rates. Provided further, that employees working full time on other jobs (i.e., moonlighters) shall have seniority only among themselves and, individually and collectively, shall be considered to have lower seniority than all other employees.

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Section 2. For the purposes of layoff, recall (reinstatement after layoff), permanent transfer from one store to another (except when such transfer is made to staff a new store), and/or permanent transfer from one type of work to another, an employee's seniority shall be considered along with his experience and ability to perform the available work, and if all other considerations are reasonably equal, seniority shall be the controlling factor. If it ever becomes necessary to change the status of a full-time employee, either by layoff or reduction to part-time status, the Union and the Employer shall confer within forty-eight (48) hours after notification to the Union regarding the contemplated layoff or hours reduction, and whatever arrangements are made for the layoff or hours reduction shall be final.

Section 3. In the event of a decrease in the work force, a senior employee not subject to layoff may accept a layoff in lieu of a junior employee who is capable of performing the senior employee's work. The procedure for this option is that the Employer shall, if reasonably practicable, post a five (5)-day layoff notice, and during this period a senior employee not subject to layoff may notify the Employer that he prefers to accept a layoff in lieu of a qualified junior employee, and any such request shall be granted by the Employer in accordance with seniority.

Section 4(a). For the purpose of promotions, the Employer has the right to make the final decision after giving due consideration to seniority.

Section 4(b). Senior employees shall have the right to demonstrate their fitness and ability (including retraining) for newly created jobs.

Section 5. Seniority shall be terminated or broken for the following reasons:

- (a) Voluntary quit;
 - (b) Discharge for cause;
 - (c) Layoff exceeding twelve (12) consecutive months;
 - (d) Failure to report for work within three (3) days after a written recall notice is sent to the employee's last known address.
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Section 6. Stewards shall be full-time employees and

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shall be the last to be laid off in the store in accordance with classification. The Union shall furnish the Employer with a list of Stewards and shall thereafter periodically bring such list up to date.

Section 7. The Employer shall supply the Union with a seniority list.

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Section 8. A regular full-time employee shall be given a one (1)-week notice of layoff or hours reduction or shall receive pay in lieu thereof.

Section 9. In the event of a grievance arising out of a layoff or an hours reduction, there shall be no Employer liability until one (1) week after the grievance is filed by the Union if the Employer has given the one (1)-week notification as required in Section 8 of this Article. In the event that the Employer has not given the one (1)-week notification, the Employer's liability shall begin with the first day of a layoff or an hours reduction (if such layoff or hours reduction is determined to be out of seniority).

Article VI WAGES AND RELATED ITEMS

Section 1. Meat Department Heads. The minimum regular hourly rate for full-time employees classified as Meat Department Heads shall be as follows:

Effective 9-6-71		Effective 9-4-72		Effective 9-3-73	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$5.47½	\$219.00	\$5.97½	\$239.00	\$6.47½	\$259.00
Effective 12-3-73		Effective 3-4-74		Effective 6-3-74	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$6.50	\$260.00	\$6.52½	\$261.00	\$6.55	\$262.00

Provided, that all full-time Meat Department Heads shall receive minimum increases of thirty cents (30c) per hour (\$12.00 per week) effective June 1, 1971, fifty cents (50c) per hour (\$20.00 per week) effective September 6, 1971, fifty cents (50c) per hour (\$20.00 per week) effective September 4, 1972, fifty cents (50c) per hour (\$20.00 per week) effective September 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective December 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective March 4, 1974, and two and one-half cents (2½c) per hour (\$1.00 per week) effective June 3, 1974.

Section 2. First Cutters. The minimum regular hourly rate for full-time employees classified as First Cutters shall be as follows:

Effective 9-6-71		Effective 9-4-72		Effective 9-3-73	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$5.15	\$206.00	\$5.60	\$224.00	\$6.10	\$244.00
Effective 12-3-73		Effective 3-4-74		Effective 6-3-74	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
6.12½	\$245.00	\$6.15	\$246.00	\$6.17½	\$247.00

Provided, that all full-time First Cutters shall receive minimum increases of thirty cents (30c) per hour (\$12.00 per week) effective June 1, 1971, forty-five cents (45c) per hour (\$18.00 per week) effective September 6, 1971, forty-five (45c) per hour (\$18.00 per week) effective September 4, 1972, fifty cents (50c) per hour (\$20.00 per week) effective September 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective December 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective March 4, 1974, and two and one-half cents (2½c) per hour (\$1.00 per week) effective June 3, 1974.

Section 3. Journeyman Meat Cutters. The minimum regular hourly rate for full-time employees classified as Journey-

man Meat Cutters shall be as follows:

Effective 9-6-71		Effective 9-4-72		Effective 9-3-73	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$5.02	\$200.80	\$5.47	\$218.80	\$5.97	\$238.80
Effective 12-3-73		Effective 3-4-74		Effective 6-3-74	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$5.99½	\$239.80	\$6.02	\$240.80	\$6.04½	\$241.80

Provided, that all full-time Journeyman Meat Cutters shall receive minimum increases of thirty cents (30c) per hour (\$12.00 per week) effective June 1, 1971, forty-five cents (45c) per hour (\$18.00 per week) effective September 6, 1971, forty-five cents (45c) per hour (\$18.00 per week) effective September 4, 1972, fifty cents (50c) per hour (\$20.00 per week) effective September 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective December 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective March 4, 1974, and two and one-half cents (2½c) per hour (\$1.00 per week) effective June 3, 1974.

Section 4. Meat Cutter-Counters. The minimum regular hourly rate for full-time employees classified as Meat Cutter-Counters shall be as follows:

Effective 9-6-71		Effective 9-4-72		Effective 9-3-73	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$4.94	\$197.60	\$5.39	\$215.60	\$5.89	\$235.60
Effective 12-3-73		Effective 3-4-74		Effective 6-3-74	
Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
\$5.91½	\$236.60	\$5.94	\$237.60	\$5.96½	\$238.60

Provided, that all full-time Meat Cutter-Counters shall receive minimum increases of thirty cents (30c) per hour (\$12.00 per week) effective June 1, 1971, forty-five cents (45c) per hour (\$18.00 per week) effective September 6, 1971, forty-five cents (45c) per hour (\$18.00 per week) effective September 4, 1972, fifty cents (50c) per hour (\$20.00 per week) effective September 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective December 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective March 4, 1974, and two and one-half cents (2½c) per hour (\$1.00 per week) effective June 3, 1974.

Section 5. Apprentice Meat Cutters. The minimum regular hourly rate for full-time Apprentice Meat Cutters shall be as follows:

		Weekly	Hourly
Effective 9-6-71	1 to 6 mos.	\$110.40	\$2.76
	6 to 12 mos.	130.50	3.26¼
	12 to 18 mos.	150.60	3.76½
	18 to 24 mos.	170.60	4.26½
Effective 9-4-72	1 to 6 mos.	120.30	3.00¾
	6 to 12 mos.	142.20	3.55½
	12 to 18 mos.	164.10	4.10¾
	18 to 24 mos.	185.90	4.64¾
Effective 9-3-73	1 to 6 mos.	131.30	3.28¼
	6 to 12 mos.	155.20	3.88
	12 to 18 mos.	179.10	4.47¾
	18 to 24 mos.	202.90	5.07¼
Effective 12-3-73	1 to 6 mos.	131.80	3.29½
	6 to 12 mos.	155.80	3.89½
	12 to 18 mos.	179.80	4.49½
	18 to 24 mos.	203.80	5.09½
Effective 3-4-74	1 to 6 mos.	132.40	3.31
	6 to 12 mos.	156.50	3.91¼
	12 to 18 mos.	180.60	4.51½
	18 to 24 mos.	204.60	5.11½
Effective 6-3-74	1 to 6 mos.	133.00	3.32½
	6 to 12 mos.	157.10	3.92¾
	12 to 18 mos.	181.30	4.53¼
	18 to 24 mos.	205.50	5.13¾

Provided, that all full-time Apprentice Meat Cutters who are actively employed on September 6, 1971, shall receive a minimum increase of seventy-five cents (75c) per hour (\$30.00 per week) or the progression bracket rate, whichever is higher, effective September 6, 1971, and shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) higher than the increased rate. Thereafter, for the term of this Agreement, such Apprentice Meat Cutters, and all Apprentice Meat Cutters hired after September 6, 1971, shall progress through the brackets until they reach the top rate. Provided further, that it shall be the responsibility of the Employer to provide the opportunity for proper training of Apprentices so that they may acquire the necessary skill and experience during the apprenticeship period (24 months), and when the apprenticeship period is completed, an Apprentice shall automatically be reclassified as a Journeyman Meat Cutter or a Meat Cutter-Counter.

Section 6. Wrapper-Weighers. The minimum hourly rates for full-time Wrapper-Weighers shall be as follows:

	Effective 9-6-71		Effective 9-4-72		Effective 9-3-73	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
0 - 3 mos.	\$2.61	\$104.40	\$2.71	\$108.40	\$2.81	\$112.40
3 - 9 mos.	2.70	108.00	2.82	112.80	2.94	117.60
9 - 18 mos.	2.95	118.00	3.08	123.20	3.23	129.20
18 - 24 mos.	3.20	128.00	3.35	134.00	3.57	142.80
Over 24 mos.	3.77½	151.00	4.07½	163.00	4.40	176.00
	Effective 12-3-73		Effective 3-4-74		Effective 6-3-74	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
0 - 3 mos.	\$2.81	\$112.40	\$2.81	\$112.40	\$2.81	\$112.40
3 - 9 mos.	2.94	117.60	2.94	117.60	2.94	117.60
9 - 18 mos.	3.23	129.20	3.23	129.20	3.23	129.20
18 - 24 mos.	3.57	142.80	3.57	142.80	3.57	142.80
Over 24 mos.	4.42½	177.00	4.45	178.00	4.47½	179.00

Provided, that all full-time Wrapper-Weighers who are actively employed at the top rate (over 24 months) or more as of June 1, 1971 shall receive minimum increases of twenty cents (20c) per hour (\$8.00 per week) effective June 1, 1971, thirty cents (30c) per hour (\$12.00 per week) effective September 6, 1971, thirty cents (30c) per hour (\$12.00 per week) effective September 4, 1972, thirty-two and one-half cents (32½c) per hour (\$13.00 per week) effective September 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective December 3, 1973, two and one-half cents (2½c) per hour (\$1.00 per week) effective March 4, 1974, and two and one-half cents (2½c) per hour (\$1.00 per week) effective June 3, 1974. Provided further, that all full-time Wrapper-Weighers who are actively employed as of June 1, 1971, and who at that time have less than twenty-four (24) months of continuous service shall receive a minimum increase of fifty cents (50c) per hour (\$20.00 per week) effective September 6, 1971, and shall remain at the increased rate until properly qualifying, under the continuous-service progression requirements listed above, for the next bracket (or service) rate higher than the increased rate. Thereafter, for the term of this Agreement, such Wrapper-Weighers, and all Wrapper-Weighers hired after June 1, 1971, shall progress through the brackets until they reach the top rate.

Section 7. The minimum regular hourly rates for part-

time employees shall be the same as the minimum regular hourly rates for full-time employees.

Section 8. The continuous - service progression requirements set forth in this Article are based upon actual work service, and in calculating or determining an employee's proper bracket (or service) rate, credit shall be given for all accumulated actual hours of work as follows: forty (40) hours constitute a week and four and one-third (4 1/3) weeks constitute a month.

Section 9. No employee shall be paid less than the rates specified in this Agreement or suffer a reduction in pay as a result of this Agreement unless actually reduced to a lower-paid classification.

Section 10. A meat cutter who relieves a Meat Department Head for one (1) week or more shall receive the minimum hourly rate for a Meat Department Head.

Section 11. When mutually agreed between the Union and the Employer, any employee with over two (2) years' experience who, due to age or inability, cannot perform all the duties of a qualified Journeyman Meat Cutter may be given a mutually agreed-upon rate below the classification.

Section 12. No employee who has left his Company after the effective date for retroactive wages applicable to that Company shall receive any retroactive pay unless he files a written claim with the Employer within thirty (30) days after the retroactive pay has been made by his Company to the employees still employed.

Article VII HOLIDAYS

Section 1 (a). The following days are recognized as holidays:

New Year's Day
Decoration Day
Independence Day
(Fourth of July)
Labor Day

Thanksgiving Day
Christmas Day
Employee's Birthday

Eighth (Personal) Holiday

Provided, that the Eighth Holiday shall be given to each employee between January 1 and April 30, and the date thereof shall be set at the discretion of the Employer. Provided further, that the birthday holiday shall be scheduled on the Monday following the employee's birthday or, if that is a holiday week, the succeeding Monday.

Section 1 (b). Effective January 1, 1973, a Ninth (Personal) Holiday shall be recognized as a holiday under this Agreement and granted to all regular employees who have one (1) year of service or more by March 30, 1973 (or March 30 of any succeeding year thereafter). The Ninth Holiday shall be given to each employee who qualifies (i.e., one (1) year of service or more by March 30) between January 1 and April 30, and the date thereof shall be set at the discretion of the Employer.

Section 2 (a). There shall be no work on any of the recognized legal holidays (or days legally celebrated in lieu thereof), and all eligible full-time employees shall receive eight (8) hours of straight-time pay for each of the above holidays.

Section 2 (b). There shall be no work on any of the recognized legal holidays (or days legally celebrated in lieu thereof), and each eligible part-time employee shall receive holiday pay on the following prorata basis:

Weekly Work	Holiday Pay
12 - 19 hours	2 hours' pay
20 - 27 hours	4 hours' pay
28 - 31 hours	6 hours' pay
32 hours and over	8 hours' pay

Section 3. To be eligible for holiday pay, an employee (full-time or part-time) must work all scheduled hours in the holiday workweek, unless absent a part thereof because of verifiable illness or injury. Provided, that except as specifically provided in Section 4 of this Article, an employee shall not be entitled to receive holiday pay if the employee performs no work during the holiday workweek, regardless of the cause of the absence.

Section 4. If a recognized holiday falls within an employee's vacation period, the employee shall be given an additional day off with pay.

Article VIII VACATIONS

Section 1. The Employer shall grant vacations with pay for all regular full-time employees as follows:

To all employees with one (1) year's continuous service with a Company (but less than three (3) year)

B30-33
10
One (1) week
40 hours' pay

To all employees with three (3) years' continuous service with a Company (but less than eight (8) years)

B34-37
20
Two (2) weeks
80 hours' pay

To all employees with eight (8) years' continuous service with a Company (but less than fifteen (15) years)

B38-41
30
Three (3) weeks
120 hours' pay

To all employees with fifteen (15) years' continuous service with a Company (but less than twenty-five (25) years) . . .

B42-45
40

(effective January 1, 1973, but less than twenty (20) years)

Four (4) weeks
160 hours' pay

To all employees with twenty-five (25) years or more continuous service with a Company / effective January 1, 1973, to all employees with twenty (20) years or more continuous service with a Company

B46-51
50

Five (5) weeks
200 hours' pay

Section 2. Vacation pay for a full-time employee shall be computed on the basis of the employee's regular straight-time weekly (40 hours) rate of pay.

Section 3. An employee becomes eligible for vacation pay on the anniversary date of his employment, but after an employee completes one full year of service he may thereafter take his vacation with pay after January 1 of each year so long as he actually performs some work after January 1 before taking his vacation. Provided, that if an employee is discharged or quits prior to taking his vacation, he shall receive his vacation pay only if he has passed his anniversary date.

Section 4. If a recognized holiday falls within an employee's scheduled vacation period, the employee shall receive an additional day off with pay.

Section 5. Part-time employees shall be granted vacations on the same schedule as full-time employees, except that vacation pay for part-time employees shall be based on their average weekly hours paid during the vacation year (i.e., total number of hours paid from anniversary date to anniversary date divided by 52).

Section 6. Vacations are not accumulative beyond December 31 of each year (i.e., they must be taken in the calendar year when earned), and vacation pay shall be paid in advance of an employee's vacation.

Article IX HEALTH AND WELFARE

Section 1. The operative Health and Welfare Benefit Trust Fund, established in conformity with the laws of the

State of Ohio and the Federal Government, and determined to be tax exempt under Section 501(c)(9) of the Internal Revenue Code, shall be continued and administered by the Trustees in accordance with the terms and conditions of the applicable documents and laws. Provided, that neither the Trustees nor any other party shall do anything, officially or unofficially, directly or indirectly, that will result in employer contributions to the Fund being construed as wages under the Fair Labor Standards Act or any other Federal law or being considered by any taxing authority as wages upon which withholding tax should be deducted or Social Security contributions made.

Section 2. Employer contributions to the Fund shall be as follows:

(a) Effective October 1, 1971 —

1. \$45.00 per month for each employee averaging twenty-five (25) hours of work per week or more.
2. \$6.00 per month for each non-student employee averaging twelve (12) hours of work per week or more (but less than twenty-five (25) hours) and each college student employee averaging sixteen (16) hours of work per week or more (but less than twenty-five (25) hours).

(b) Effective January 1, 1972 — \$55.00 per month for each employee averaging twenty-five (25) hours of work per week or more.

(c) Effective January 1, 1973 — \$62.50 per month for each employee averaging twenty-five (25) hours of work per week or more.

(d) Effective January 1, 1974 — \$68.00 per month for each employee averaging twenty-five (25) hours of work per week or more.

An employee's status on the first day of the month is determinative of eligibility for Health and Welfare coverage, but the monthly contribution is not due until the first day of the following month (i.e., each month's contribution to the Fund shall be based on and accurately reflect the payroll records of the first day of the preceding month). On the first day of each month the Employer shall forward to the Fund a list of the eligible employees (as determined from payroll records of the first day of the preceding month) with payment to cover all such employees. Provided, that high school student employees and seasonal summer employees are not entitled to any Health and Welfare coverage or contribution. Provided further, that a part-time employee whose hours are temporarily inflated due to summer working schedules shall retain his (or her) former Health and Welfare status, regardless of actual hours worked during the summer months.

Section 3. Effective January 1, 1969, the Employer shall provide, for each employee averaging twenty-five (25) hours of work per week or more, a Dental Care Program in strict accordance with the terms and conditions set forth in Appendix A of this Agreement.

Section 4. Once an employee has full Health and Welfare coverage, if his (or her) average weekly work hours are involuntarily reduced below twenty-five (25), such full coverage, with proper monthly contributions, shall be retained for six (6) months.

Section 5. The Employer shall continue to make Health and Welfare contributions for a maximum period of six (6) months for those employees who are absent because of health reasons and are receiving benefits under this Article or workmen's compensation. Provided, however, that this Section shall not apply to those employees on pregnancy leave of absence.

Section 6. Each (separate) Employer must promptly notify the Fund of all employee coverage adjustments (e.g., termination or reduction from full-time to part-time coverage), and

failure to comply with this notice requirement subjects the violating Employer to responsibility for the cost of unpaid monthly contributions.

Section 7. For purposes of this Article, hours paid shall be considered as hours worked unless otherwise agreed to by the Employer and the Union.

Section 8. The Union has the right to assist the Fund's Trustees and administrative staff in the collection of delinquent monthly contributions, and, notwithstanding anything to the contrary in this Agreement, if a delinquency is not satisfied within one (1) week after the delinquent Company receives formal written notice from the Trustees, the Union shall have the right to strike that Company until full payment is made.

Section 9. The Union and the Employer agree to be bound by, and hereby assent to, the Trust Agreement of the Fund, all of the rules and regulations heretofore and hereafter adopted by the Trustees pursuant to said Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement and the rules adopted. Furthermore, the Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement. Furthermore, the Union hereby accepts as Union Trustees the present Union Trustees appointed under said Trust Agreement and all such past or succeeding Union Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

Article X PENSIONS

Section 1. The Employer agrees to participate in and contribute to the Amalgamated Meat Cutters and Butcher Workmen Union and Industry Pension Fund and does hereby join in, adopt, and accept the Agreement and Declaration of Trust of such Fund. Provided, that the Fund shall, in every respect, have and maintain approval of the Treasury Department and all other government authorities having jurisdiction thereof, and at no time shall the Employer be obligated to make any contributions to the Fund which are not deductible from gross income for Federal Income Tax purposes.

Section 2 (a). Effective September 6, 1971, the Employer shall contribute fifteen cents (15c) per hour for all straight-time hours worked (excluding paid vacations, paid holidays, overtime hours, hours spent on leaves of absence, and hours missed due to illness or injury) and in no case shall contributions be made for more than forty (40) hours for any one employee in any one workweek.

Section 2 (b). Effective January 1, 1972, the Employer shall contribute twenty cents (20c) per hour for all straight-time hours worked (excluding paid vacations, paid holidays, overtime hours, hours spent on leaves of absence, and hours missed due to illness or injury) and in no case shall contributions be made for more than forty (40) hours for any one employee in any one workweek.

Section 2 (c). Effective March 1, 1974, the Employer shall contribute twenty-five cents (25c) per hour for all straight-time hours worked (excluding paid vacations, paid holidays, overtime hours, hours spent on leaves of absence, and hours missed due to illness or injury) and in no case shall contributions be made for more than forty (40) hours for any one employee in any one workweek.

Section 3. As of the date the Employer initially commenced payments into this Pension Fund, the employees cov-

ered by this Agreement automatically ceased to participate in other Company retirement programs then in effect. Furthermore, the Union, as the bargaining agent for such employees, agreed on behalf of them to withdraw from, surrender, release, and relinquish whatever rights, privileges, and benefits they had under the aforesaid Company retirement programs as of January 3, 1966, and from that date forward the Pension Fund shall be solely responsible for the retirement benefits for all employees covered by this Agreement.

Section 4. The Union has the right to assist the Fund's Trustees and administrative staff in the collection of delinquent monthly contributions, and, notwithstanding anything to the contrary in this Agreement, if a delinquency is not satisfied within one (1) week after the delinquent Company receives formal written notice from the Trustees, the Union shall have the right to strike that Company until full payment is made.

Article XI JURY DUTY PAY

A full-time employee serving on jury duty shall be compensated by the Employer for the difference between regular pay and jury duty pay for absences from scheduled working hours necessarily caused by the jury duty. Jury duty pay shall be subject to the following conditions:

- (1) An employee shall receive jury duty pay when he is on jury duty on his regularly scheduled day(s) off, but such jury duty service shall not be considered as hours worked.
- (2) An employee must report for work on any scheduled working day that he is released from jury duty on the day before or the morning of the scheduled working day.
- (3) An employee must present the Employer with an official voucher showing the amount of jury pay received.
- (4) An employee shall receive no jury duty pay when he is on Federal Grand Jury service in excess of thirty (30) days.

Article XII FUNERAL LEAVE / PAY

In the event of the death of a regular full-time employee's spouse, child, parent, sister, brother, mother-in-law, father-in-law, grandparent, grandchild, or any other relative residing with the employee, the employee shall be allowed a maximum of three (3) days' leave with pay. If the funeral is two hundred (200) miles or more from the employee's home, an additional day of leave with pay shall be allowed. Provided, that no employee shall be paid more than a full week's pay because of a funeral leave, and an employee must attend the funeral or devote time to same to be eligible for funeral leave (or pay).

Article XIII LEAVES OF ABSENCE

Section 1. The Employer agrees to comply with all Federal and State laws regulating the re-employment of veterans.

Section 2. Employees compelled to participate actively in annual National Guard or Army Reserve training sessions will not be required to take their vacations during such active-duty periods.

Section 3. A regular full-time employee shall, upon written request supported by satisfactory medical confirmation, be granted a leave of absence without pay for illness or injury for six (6) months, and such leave shall be extended, upon written request supported by satisfactory medical confirmation, for successive six (6)-month periods. Any employee who has been on sick leave may be required, at the discretion of

the Employer, to submit to and pass a physical examination before being permitted to return to work. D25-26
81

Section 4. Female employees are entitled to a six (6)-month leave of absence for pregnancy, upon request. Such leaves shall begin not later than the end of the fifth (5th) month of pregnancy and shall continue until one (1) month after the date of birth or miscarriage. An extension of two (2) months will be granted if the employee so requests in writing and the request is supported by a physician's statement. An employee on pregnancy leave must notify the Employer at least two (2) weeks prior to the date she wants to return to work. D19-20
01

Section 5. An employee appointed or elected to a Union office or as a delegate to a Union convention shall receive a leave of absence without pay for a period coinciding with the time demands of the Union position, but in no case shall a Union leave exceed one (1) year. D17-18
01

Section 6. A regular full-time employee shall, for good cause and upon written request (with a copy to the Union), be granted a personal leave of absence without pay for a period not to exceed thirty (30) days in any calendar year, but in no case shall a personal leave be granted or used to permit an employee to try for another job.

Section 7. All leaves of absence (and any extensions thereof) must be applied for in writing, and such requests must state the reason for the leave (or extension) and the anticipated duration. The Employer will notify the Union when a leave of absence is granted. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the Employer may consider the employee to have quit or may impose disciplinary action.

Section 8. During extended leaves of absence all Company benefits shall cease in accordance with Company policy.

Section 9. Notwithstanding anything to the contrary in this Article, if a Meat Department Head is on a leave of absence in excess of thirty (30) days, he may be returned as a Journeyman Meat Cutter.

Section 10. Upon request, an employee will be given necessary time off, without pay, to vote on Election Day, in accordance with relevant State statutes.

Article XIV GENERAL CONDITIONS

Section 1. It is agreed that all meat market or meat department operators with one (1) employee or more shall carry workmen's compensation under the Workmen's Compensation Law of Ohio.

Section 2. Notwithstanding anything to the contrary in this Agreement, an employee who enters into a business, either as an employer or owner, that competes directly with th Employer shall be subject to immediate discharge, without recourse.

Section 3. The Union shall have full authority to effect the discipline of any employee working below conditions set forth in this Agreement, including off-the-clock work.

Section 4. The appropriate store official shall grant to any accredited Union official access to the store and to the areas where employees covered by this Agreement are working for the purpose of satisfying the Union and the Employer that the terms of this Agreement are being complied with. Provided, that the Union official shall first advise the appropriate store official of the purpose of the visit.

Section 5. Upon request from the Union, the Employer

will submit its safety policy. Employees failing to comply with reasonable rules and regulations defined by Company policy and/or State regulations and/or Federal regulations governing safe and healthy working conditions are subject to disciplinary measures. An employee has the right to refuse to perform any work which he considers unduly hazardous, but if the alleged safety risk is found to be insufficient to justify the refusal, the employee is subject to appropriate discipline, including suspension or discharge if circumstances warrant.

Section 6. If an employee decides to quit his job, he shall give at least three (3) working days' notice to the Employer, and if he fails to do so the Union shall impose appropriate discipline.

Section 7. The parties agree to meet, at either's request, to discuss mutual problems.

Section 8. Employees regularly performing the same work shall be paid the same rate, regardless of sex.

Section 9. An employee who is required to attend a Company business meeting shall be paid his straight-time hourly rate for the time the meeting is officially convened.

Section 10. Necessary book work shall be done on the Employer's premises.

Section 11. The Employer may discharge an employee for just cause and will promptly notify the Union of all discharges. A full-time employee who is discharged shall be given three (3) days' notice, or three (3) days' pay in lieu thereof, except when the discharge is based on dishonesty, insubordination, or intoxication. In the event of a discharge, the Union may file a written grievance within seven (7) days asserting that the discharge was not for just cause.

Section 12. An employee who is injured on the job shall be paid for all unworked scheduled hours on the day of the injury if the employee is incapable of working because of the injury.

Article XV HIRING

Section 1. There shall be no discrimination by the Union or the Employer against any applicant for employment because of race, color, creed, sex, or national origin.

Section 2. When the Employer requires any employees, either full-time or part-time, the Employer shall apply to the Union, and the Union agrees to refer any available applicants (with a Union referral card) of proven qualification to the requesting Employer. Provided, that if an applicant referred by the Union is not suitable to the Employer, the Employer has the right to refuse him employment. Provided further, that if the Union cannot supply an adequate number of applicants in time to satisfy the Employer's requirements, the Employer may hire new employees from any source, and if any such new employees are hired, the Employer shall immediately notify the Union and the new employees shall be subject to the other provisions of this Section.

Section 3. All new employees shall be on probation for thirty (30) days, and the Employer shall have exclusive control over such probationary employees, including, but not limited to, the right to discipline or discharge.

Article XVI MANAGEMENT RIGHTS

In addition to the management rights specified elsewhere in this Agreement, the management of the business and the direction of the working forces, including, but not limited to, the right to plan, direct, and control store operations; to estab-

lish merchandising and pricing policies; to hire, suspend, or discharge for proper cause; to assign and allocate work; to transfer employees because of lack of work or for other legitimate reasons; to study or introduce new or improved methods or facilities; to establish and maintain rules and regulations covering the operation of the stores; and to carry out the ordinary and customary functions of management, are vested exclusively in the Employer, subject only to the provisions of this Agreement.

Article XVII GRIEVANCE PROCEDURE

Section 1. The Employer recognizes the right of the Union to select one Steward at each store to represent the employees on all grievances concerning the interpretation or application of this Agreement.

Section 2. Should there be a dispute concerning the terms of this Agreement or their application which cannot be settled between the parties, the Union may submit the matter to arbitration. Provided, that —

(1) no dispute involving discharge or other disciplinary action shall be considered a grievance under this Agreement or be arbitrable under this procedure unless it was presented in writing for settlement within seven (7) days of the incident or events in question; and

(2) no other dispute (except for one involving earnings or Health and Welfare or Pensions) shall be considered a grievance under this Agreement or be arbitrable under this procedure unless it was presented in writing for settlement within thirty (30) days from the date when the employee became aware or reasonably should have become aware of the incident or events in question;

(3) once a dispute is presented in writing for settlement in accordance with subparagraphs 1 or 2 above, an appropriate representative of the Employer shall make every reasonable effort to reply promptly but in no event later than two (2) weeks (unless both parties agree to an extension).

Upon written notice of the Union's intent to arbitrate a grievance, the parties shall each designate a representative, and the two representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach agreement, the Union may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the Service's then-applicable rules, and expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.

Section 3. In the event a grievance goes to arbitration, this Agreement shall be the basis on which the arbitrator's decision is rendered, and in reaching his decision the arbitrator shall have no authority to amend, modify, or in any way change its terms.

Section 4. The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and its employees. It is clearly understood that at any stage in this grievance procedure the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further if, after a reasonable and fair exercise of the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement or (2) has been settled or adjusted in a fair and equitable manner, consistent with the terms and spirit of this Agreement and the underlying continuing relationship of the parties. An

employee must exercise all rights, privileges, or necessary procedures under this Agreement and the International and District Union Constitutions in the settlement of any and all complaints or grievances before taking any action outside the scope of this Agreement.

see Articles 9 & 10

Article XVIII
NO STRIKE / NO LOCKOUT

Section 1. The Union agrees that during the term of this Agreement there shall be no strikes, picketing, or other interference with operations, and the Employer agrees that for the same periods there shall be no lockouts.

Section 2. Except as otherwise provided in this Agreement, any employee who instigates, promotes, or willfully participates in any activity that violates this Article shall be subject to discharge, selective or otherwise, or other disciplinary action in the complete discretion of the Employer.

Article XIX
TERMINATION

Section 1. This Agreement represents a complete and final understanding on all bargainable issues between the Employer and the Union, and it shall be effective as of September 6, 1971, and remain in full force and effect until September 1, 1974, and thereafter from year to year unless sixty (60) days prior to said expiration date, or any anniversary date thereof, either party gives timely written notice to the other of an intent to terminate or modify any or all of the provisions.

Section 2. The provisions of this Agreement are hereby declared to be separable, and if a tribunal of last resort adjudges any provision to be in conflict with any law, such decision shall not affect the validity or the effectiveness of the other, and the parties shall meet within thirty (30) days to renegotiate an agreement on the invalidated provision(s). Furthermore, if during the term of this Agreement wage control legislation is enacted which has the effect of preventing or limiting the institution of any wage increases required under this Agreement, the parties shall meet within thirty (30) days to attempt to renegotiate a lawful alternative to the invalidated wage increases.

Section 3. This Agreement shall be equally binding on the Employer, separately and collectively, and its successors and assigns, and it is the intent of the parties that this Agreement shall remain in effect for its full term and bind the successors of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 1971.
DISTRICT UNION 427,

AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO
By Sam Pollock, President
And Frank Cimino, Secretary-Treasurer

By: _____

THE EMPLOYER

Name: _____

Address: _____

_____ Zone _____

By: _____

By: _____

CLEVELAND FOOD INDUSTRY COMMITTEE

By Robert P. Duvin, Chairman

On behalf of the following companies, employer associations, and organizations:

THE ASSOCIATION OF STOP-N-SHOP SUPERMARKETS

Approved by Charles A. Rini, President

CLEVELAND FOOD DEALERS ASSOCIATION

Approved by Richard Squire, Executive Director

FISHER FOODS, INC.

Approved by John Fazio, President

And Frank L. McDonald, Vice President
of Industrial Relations

THE GREAT ATLANTIC & PACIFIC

TEA COMPANY, INC.

Approved by Donald C. Avery, Operating Manager

HEINEN'S, INC.

Approved by J. J. Heinen, Vice President

THE KROGER CO.

Approved by Bernard R. Ruble, Personnel Manager

PICK-N-PAY SUPER MARKETS,

A DIVISION OF COOK UNITED, INC.

Approved by Robert J. Quigley, Director of
Personnel and Labor Relations

Appendix A

DENTAL CARE PROGRAM

*Included in
non-specific
benefits*

1. Effective January 1, 1969, the Employer shall provide the following share of dental care expenses to all regular full-time employees who are eligible for full Health and Welfare coverage and their dependent children (up to a maximum of nineteen (19) years of age):

Standard Dental Care (Items 1 through 10 on attached schedule)			Prosthetic Dental Care (Item 11 on attached schedule)		
Effective:			Effective:		
January, 1969 —	50% of amount shown on attached schedule		January, 1969 —	50% of amount shown on attached schedule	
January, 1970 —	60%	"	January, 1970 —	55%	"
January, 1971 —	70%	"	January, 1971 —	60%	"
January, 1972 —	80%	"	January, 1972 —	65%	"
January, 1973 —	90%	"	January, 1973 —	70%	"
January, 1974 —	100%	"	January, 1974 —	75%	"

2. The complete cost of the above dental coverage, as determined by the Trustees of the Health and Welfare Fund (or, if they are unable to reach agreement, as determined through arbitration), shall be paid by the Employer through monthly contributions to the Health and Welfare Fund (in the same manner as regular Health and Welfare contributions), but such cost shall not exceed a monthly contribution of Eight Dollars (\$8.00) per eligible employees per month during the term of the 1968-1971 Labor Agreement.

3. In all dental care cases that are not emergency in nature in which the proposed treatment is more than Forty Dollars (\$40.00), the dentist must submit a form (to be provided by the Fund) describing the procedures necessary to fully complete treatment of the case and showing the fee for each such procedure before performing any services.

4. The dental care program described in above paragraphs

1-3 will not be altered or changed in any way (through negotiations, arbitration, or any other procedure or technique) until September, 1974, except that the Eight Dollar (\$8.00) limitation on the Employer's monthly contribution shall cease to be effective as of the expiration of the 1968-1971 Labor Agreement.

●

E55-56
01

Appendix B
A & P THRIFT PLAN

Eligible full-time employees of the Great Atlantic & Pacific Tea Company, Inc. (hereinafter referred to as the "Company") who are covered by the 1971-1974 Labor Agreement between the Cleveland Food Industry Committee and District Union 427, Amalgamated Meat Cutters and Butcher Workmen of North America may become members of the Company's Employees' Thrift Plan in accordance with the terms and conditions of the Plan as outlined in the prospectus attached hereto and made a part hereof. The Union agrees that if the Plan is subsequently altered, modified, or discontinued on a national Company basis in accordance with Article IV, as shown in the attached prospectus, or otherwise, such change will not be subject to the grievance and arbitration procedure as provided in Article XVII, Section 2 of the 1971-1974 Labor Agreement, and will not be considered as a violation of that Agreement; however, Article XVIII of the 1971-1974 Labor Agreement will continue to apply.

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Appendix C
JOB GUARANTEE AND SEVERANCE AGREEMENT
between
THE CLEVELAND FOOD INDUSTRY COMMITTEE
and
MEAT CUTTERS DISTRICT UNION 427

This Agreement is by and between the Cleveland Food Industry Committee, separately and collectively, hereinafter referred to collectively as "Employer" and separately as "Single Employer," and District Union 427, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, hereinafter referred to as "Union". For purposes of this Agreement, the phrase "Single Employer" means all commonly owned or controlled business enterprises, regardless of whether their operations are conducted in one or more establishments or by one or more corporate or organizational units.

Article I
GEOGRAPHICAL COVERAGE

This Agreement shall apply only to employees in the bargaining units of the Labor Agreement and the Addendum between the Employer and the Union and, for purposes of this Agreement, the term "employees" means only those bargaining employees.

Article II
JOB PROTECTION

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Section 1. Each Single Employer shall guarantee the senior eighty percent (80%) of its regular full-time (i.e., 40 hour per week) employees who were on the active payroll on June 1, 1971, and who were fully registered members of the Union as of that date, the opportunity for regular full-time employment (in a comparable job classification or with a comparable rate) for the duration of this Agreement. In addi-

tion, each Single Employer shall continue to guarantee the opportunity for regular full-time employment as specified above to all other employees already entitled to job protection on June 1, 1971 under prior Job Guarantee and Severance Agreements who have not lost such protection under the terms of such Agreements.

Section 2. A Single Employer shall have the right to offer work outside the bargaining unit and/or geographical area covered by this Agreement in accordance with seniority to any employee who is entitled to job protection under this Agreement, and the seniority rights given said employee by the 1971-1974 Labor Agreement between the Employer and the Union shall continue for the duration of that Labor Agreement. If the employee refuses such work, he shall lose his job protection under this Agreement but shall retain any seniority rights he may have pursuant to the 1971-1974 Labor Agreement.

Section 3. The job protection set forth in this Agreement shall not apply in the following situations:

- a. In the event a Single Employer terminates entirely its retail food operations in the geographical area covered by this Agreement.
- b. In the event of a strike, lockout, or Acts of God (such as fire, flood, etc.) beyond the control of the Single Employer.
- c. In the event a protected employee retires, quits, or is terminated for cause.

Article III SEVERANCE ALLOWANCE

Section 1. Each Single Employer shall grant a severance allowance in the amount of one week's pay (i.e., forty (40) hours' pay at his then-existing regular hourly rate) for each two (2) years of service in the Cleveland food industry, but not to exceed ten (10) week's pay, to the following employees:

A. Any employee entitled to job protection under this Agreement who is displaced as a result of a Single Employer terminating entirely its retail food operations in the geographical area covered by this Agreement.

B. To any employee terminated involuntarily who was on the active payroll on June 1, 1971, and was a fully registered member of the Union as of that date, and who is not entitled to job protection under this Agreement because of his seniority standing.

Section 2. A Single Employer shall have the right to offer work outside the bargaining unit and/or geographical area covered by this Agreement in accordance with seniority to any employee who is entitled to a severance allowance under this Agreement, and the seniority rights given said employee by the 1971-1974 Labor Agreement between the Employer and the Union shall continue for the duration of that Labor Agreement. If the employee refuses such work, he shall lose his severance allowance under this Agreement but shall retain any seniority rights he may have pursuant to the 1971-1974 Labor Agreement.

Article IV EXCLUDED EMPLOYERS

This Agreement shall not apply to any Single Employer with less than three (3) stores (or retail outlets) and an annual gross volume (from all stores and/or retail outlets, regardless of location) of less than Two Million Dollars (\$2,000,000.00). Provided, that —

- (a) A Single Employer that is covered on the execution date of this Agreement shall not become an "excluded employer" or be relieved from its obligations under this Agreement if such Single Employer sub-

- sequently meets the exclusion test set forth above;
- (b) a Single Employer that was excluded from this Agreement because, on the execution date of this Agreement, such Single Employer met the exclusion test set forth above, shall become subject to this Agreement at any time such Single Employer is unable to meet the exclusion test;
- (c) in the event of a dispute concerning the coverage of of a Single Employer, the burden of proof shall be on the party claiming exclusion.

Article V GRIEVANCE PROCEDURE

In the event of a dispute concerning the terms of this Agreement or their application which cannot be settled between the parties, either party may submit the matter to arbitration. Upon written notice by either party of an intent to arbitrate a grievance, each party shall designate a representative, and the two (2) representatives shall attempt to agree upon an impartial arbitrator. If the designated representatives are unable to reach such an agreement within fourteen (14) days from the date the written notice is served, either party may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, and the arbitrator shall be selected in accordance with the Service's then-applicable rules.

Article VI TERMINATION

Section 1. This Agreement shall be equally binding on the Employer, separately and collectively, and the Union, and upon their respective successors and assigns, regardless of structural transformation or reorganization.

Section 2. This Agreement shall be effective as of June 1, 1971, and shall remain in full force and effect for the duration of the 1971-1974 Labor Agreement between the Employer and the Union.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 19____.

DISTRICT UNION 427,
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO

By Sam Pollock, President
And Frank Cimino, Secretary-Treasurer

By: _____

THE EMPLOYER

Name: _____

Address: _____

_____ Zone _____

By: _____

By: _____

CLEVELAND FOOD INDUSTRY COMMITTEE
By Robert P. Duvin, Chairman

On behalf of the following companies, employer associations, and organizations:

THE ASSOCIATION OF
STOP-N-SHOP SUPERMARKETS

Approved by Charles A. Rini, President

CLEVELAND FOOD DEALERS ASSOCIATION

Approved by Richard Squire, Executive Director

FISHER FOODS, INC.

Approved by John Fazio, President

And Frank L. McDonald, Vice President
of Industrial Relations

THE GREAT ATLANTIC & PACIFIC

TEA COMPANY, INC.

Approved by Donald C. Avery, Operating Manager

HEINEN'S INC.

Approved by J. J. Heinen, Vice President

THE KROGER CO.

Approved by Bernard R. Ruble, Personnel Manager

PICK-N-PAY SUPER MARKETS,

A DIVISION OF COOK UNITED, INC.

Approved by Robert J. Quigley, Director of
Personnel and Labor Relations



Appendix D

SUPPLEMENTAL AGREEMENT

between

MEAT CUTTERS DISTRICT UNION 427

and

CLEVELAND FOOD INDUSTRY COMMITTEE

THIS SUPPLEMENTAL AGREEMENT is by and between the members of the CLEVELAND FOOD INDUSTRY COMMITTEE, separately and collectively, hereinafter referred to as the "Employer", and all other signatory companies, and the MEAT CUTTERS DISTRICT UNION 427, hereinafter referred to as the "Union".

1. The term "major competition", as used in the Labor Agreement between the Employer and the Union, is essentially undefinable but, in a general sense, is intended to mean any retail food operation engaged in those merchandising activities usually associated with large retail food outlets (e.g., supermarkets; food concessionaires in discount stores) to the extent that the operation constitutes a threat to the integrity of the contractually specified store operating hours.

2. Before any company departs from the contractually specified store operating hours because of the assumed existence of major competition, that company, whether or not a member of the Cleveland Food Industry Committee, must convene a special meeting of the Cleveland Food Industry Committee (which will be held within one (1) week of a request to the Chairman), and shall be bound and abide by the decision of the Committee, by a two-thirds vote of the Committee members, on the issue of whether or not major competition does, in fact, exist.

3. This Supplemental Agreement shall be effective for the same period as the 1971-1974 Labor Agreement and shall be equally binding upon the Employer, separately and collectively, and its successors and assigns, and all other signatory companies, and their successors and assigns, and the Union, and its successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 19_____.

DISTRICT UNION 427,
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO

By Sam Pollock, President
And Frank Cimino, Secretary-Treasurer

By: _____

THE EMPLOYER

Name: _____

Address: _____

_____ Zone _____

By: _____

By: _____

CLEVELAND FOOD INDUSTRY COMMITTEE

By Robert P. Duvin, Chairman



NORTHEASTERN OHIO ADDENDUM to MEAT CUTTERS DISTRICT UNION 427 and CLEVELAND FOOD INDUSTRY COMMITTEE 1971-1974 LABOR AGREEMENT

The Employer recognizes the Union as the sole bargaining agent for all of the Employer's meat department employees in its retail stores located in the Ohio Counties of Ashland, Erie, Holmes, Huron, Portage, Stark, Summit, Tuscarawas, and Wayne, and the Pennsylvania County of Erie, excluding supervisors (as defined in the National Labor Relations Act, as amended). The terms and conditions of the basic 1971-1974 Labor Agreement between the Cleveland Food Industry Committee and District Union 427, Amalgamated Meat Cutters and Butcher Workmen of North America, AFL-CIO, shall in every respect apply to the bargaining unit covered by this Addendum except as follows:

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1. All regular employees who, in the aforementioned counties, work after 6:00 p.m. (for at least one hour to have it count as the first or second night) shall receive a premium of twenty-five cents (25c) per hour for the hours worked after 6:00 p.m. on the first two nights so worked; any work performed after the first two nights is to be compensated for at time and one-half (1½ times regular rate of pay). This overtime shall be paid in lieu of, but not in addition, to any daily overtime.
 2. Paragraph 1 above shall supercede any and all conflicting provisions in the basic 1971-1974 Labor Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 19_____.

DISTRICT UNION 427,
AMALGAMATED MEAT CUTTERS AND BUTCHER
WORKMEN OF NORTH AMERICA, AFL-CIO

By Sam Pollock, President
And Frank Cimino, Secretary-Treasurer

By: _____

THE EMPLOYER

Name: _____

Address: _____

_____ Zone _____

By: _____

By: _____

CLEVELAND FOOD INDUSTRY COMMITTEE

By Robert P. Duvin, Chairman

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